

Nearmap US, Inc.
 10897 South River Front Parkway, Suite 150
 South Jordan, UT 84095 USA
Phone: +1 (801) 609 7250

Customer Name	Clark County, NV	Quote Number	Q065498
Contract Commencement	Contract commences upon signing of quote.	Quote Expiry	06/30/2021
Subscription Term	12 Month	Account Rep	Carrie Wiley carrie.wiley@nearmap.com
Subscription Start Date	08/01/2021	Payment Term	Net 30
Public Facing URL	https://maps.clarkcountynv.gov/	Payment Method	Invoice
Bill To	Clark County, NV Suzanne Noble Box 551700, Las Vegas, Nevada, 89155-1700 (702) 455-0095 sln@clarkcountynv.gov	Ship To	Clark County, NV Suzanne Noble Box 551700, Las Vegas, Nevada, 89155-1700 (702) 455-0095 sln@clarkcountynv.gov

PRODUCT	ALLOWANCE	COVERAGE	SEATS
Nearmap Now	NA	Please refer to the attached Survey Specification for details	NA
3D Viewer	NA	Nationwide	NA
Offline Copy Add-on for Government	NA	Nationwide	NA
Public Display License for Government	NA	Nationwide	NA
Nearmap Oblique for ArcGIS	NA	Nationwide	NA
ArcGIS Integration	NA	NA	NA
Nearmap Oblique for Government	NA	Nationwide	Unlimited
Subtotal			\$495,000.00
Estimated Tax			\$0.00
Total			USD \$495,000.00

ACCEPTANCE OF Q065498 will constitute an Agreement with Nearmap

By selecting "Yes" or signing below, you acknowledge that (a)(i) the attached terms and conditions (C605841-21) will continue to form part of the Agreement with the Licensee, (ii) the Additional Terms and Conditions in the latest signed Quote (Q065498) between the Licensee and Nearmap applies to this Quote (Q065498), unless otherwise specified in Schedule 1 of this Quote (Q065498), and (iii) the Product-Specific Terms attached applies to this Quote (Q065498), (b) you have the authority to agree to this Quote (Q065498), (c) you agree to pay the fees set forth herein. For the avoidance of doubt, to the extent there are any inconsistencies between the terms of the Products Agreement, and the additional terms attached as Schedule 1, the additional terms will prevail.

Note: The terms of your Agreement remain the same unless varied by this Quote (Q065498). The totals in this Quote (Q065498) is only an estimate of your next invoice. Final credits and amendments to the subscription is dependent upon the date this Quote (Q065498) is accepted.

Signature / Digital Acceptance:

Date:

Full Name:

Position:

PO Number (if required):

If printed, please sign, scan and email to: orders.us@nearmap.com

APPROVED AS TO FORM:

STEVEN B. WOLFSON

District Attorney

By: 

ELIZABETH A. VIBERT

Deputy District Attorney

NEARMAP US, INC.

By: 

Name: **Harace Wu**

Title: **Assistant General Counsel (Americas)**

Schedule 1

Additional Terms and Conditions

1. Products. Nearmap acknowledges that the Products provided under the Quote grants the Licensee the following products and services, subject to the terms and conditions set out in this Agreement:

- (a) access to sub 3-inch GSD ortho-mosaiced imagery for the Nearmap standard current footprint every year (approx. 767 sq miles);
- (b) ortho expansion (Summer capture) for 909 sq mi full requested AOI plus non-contiguous;
- (c) unlimited number of user licenses for imagery access for all government entities and cities within Clark County (excluding any state or federal agencies) to web-based application – MapBrowser;
- (d) imagery to be provided to the Licensee via MapBrowser no later than 30 days after aerial imagery is captured and processed;
- (e) access to existing Nearmap historical data dating back to 2014 (where available);
- (f) Nearmap supported API access and interoperability with ESRI suite of product plus other CAD, GIS, and 3rd party applications;
- (g) public display of static imagery at a zoom level of Level 20 (6 inch imagery resolution) or 1:564 map scale;
- (h) virtual & on-site training;
- (i) technical support and online support documentation; and
- (j) on-premise copy for delivery of (Summer) orthoimagery survey of the Licensee's area of interest to be delivered no later than 60 days after imagery is published to MapBrowser - not for resale or distribution other than to government entities / cities within Clark County (excluding any state or federal agencies).

2. Fixed renewal fees. The parties acknowledge and agree that upon the renewal of this Agreement during the first five years from the Commencement Date, there will be no increase in the annual Fees payable during those five years. For the avoidance of doubt, the Fees are fixed at \$495,000.00 (excl. Taxes) each year of the Term of the Agreement, payable by the Licensee to Nearmap as per the below table:

Year	End User Fees
Year One (08/01/2021-07/31/2022)	USD\$495,000.00
Year Two (08/01/2022-07/31/2023)	USD\$495,000.00
Year Three (08/01/2023-07/31/2024)	USD\$495,000.00
Year Four (08/01/2024-07/31/2025)	USD\$495,000.00
Year Five (08/01/2025-07/31/2026)	USD\$495,000.00
TOTAL	USD\$2,475,000.00

3. Access to other government entities. Nearmap agrees that the Licensee may share access under this License with all government entities (including cities and townships) who operate wholly within the geographic region of Clark County, provided that such entity agrees to Nearmap's term and conditions prior to being granted access. The parties agree that it will be the responsibility of such entity to comply with any legal or regulatory provisions applicable to that entity. For the avoidance of doubt, the Licensee may not share access under this License with any State or Federal entities or bodies.

4. Reduction in Fees. In the first year of the Term, where a government entity is granted access under this License pursuant to Section 2 of these Additional Terms and Conditions and that government entity directly pays a part of the Fees owing to Nearmap, the obligation of the Licensee to pay the total amount of Fees owing for that first year of the Term is reduced by the amount that is paid by the relevant government entity to Nearmap and retained by Nearmap.

5. Non-Discrimination/Public Funds. The Board of County Commissioners is committed to promoting full and equal business opportunity for all persons doing business in Clark County. Nearmap acknowledges that Licensee has an obligation to ensure that public funds are not used to subsidize private discrimination. Nearmap recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, Licensee may declare Nearmap in breach of the Agreement, terminate the Agreement, and designate Nearmap as non-responsible.

6. Companies that Boycott Israel. Nearmap certifies that, at the time it submitted this Agreement, it was not engaged in, and agrees for the duration of the Agreement, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining

from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

7. **Insurance.** Nearmap shall obtain and maintain insurance coverage. If Nearmap fails to maintain any of the insurance coverage required herein, Licensee may withhold payment, order Nearmap to stop the work, declare Nearmap in breach, suspend or terminate Agreement.

(a) **Commercial General Liability:** Nearmap shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.

(b) **Professional Liability:** INTENTIONALLY OMITTED.

(c) **Additional Insurance:** Nearmap is encouraged to purchase any such additional insurance as it deems necessary.

Certificate Holder:
Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217

8. **Seats.** Nearmap agrees that the Licensee is permitted to have an unlimited number of Authorized Users under the License.

9. **Renewal.** Section 1.3 of the Agreement is deleted in its entirety and replaced with the following:

"The Licensee shall have the option to renew this Agreement for (4) four one-year periods (each a **"Renewal Term"**) after the initial one year Term, unless terminated by either party by providing at least 30 days' written notice of its intention not to renew this Agreement prior to the expiry of the then-current Term or Renewal Term."

10. **Unavailability.** Section 1.8 of the Agreement is amended by adding the following at the end of the section:

"and such extension shall be reflected in a written amendment to the Agreement."

The Licensee is not permitted to grant access to any other Nevada government agencies without Nearmap's prior written approval.

11. **Payment.** Section 4.2 of the Agreement is deleted in its entirety, and replaced with:

"The Fees are payable by the Licensee to Nearmap in the manner and by the due date as set out in the Quote at the beginning of each Term unless otherwise agreed by Nearmap."

12. **Taxes.** Section 4.5 of the Agreement is deleted in its entirety.

13. **Warranty.** Section 5.1(a) of the Agreement is amended to delete the following words:

"or the details of a credit card used for payment".

14. **Derivative Works.** For the purposes of section 7.3 of the Agreement, Nearmap acknowledges and agrees that the Licensee may continue to use Derivative Works following termination or expiry of this Agreement at no additional cost.

15. **Third Party Providers.** For the purposes of section 8 of the Agreement, Nearmap agrees that if the Licensee is complying with the terms and conditions of this Agreement, it will be deemed to be in compliance with the terms and conditions of Third Party Providers.

16. **Indemnity.** The parties agree that section 9.8 of the Agreement is deleted in its entirety.

17. **Privacy Policy.** Section 11.3 is amended to delete the following words:

"(including, without limitation, credit or debit card details provided by the Licensee for the purpose of paying Nearmap)"

18. **Force Majeure.** The following Section 12.1(c) is inserted into the Agreement:

"c) Nearmap shall provide Customer with reasonable evidence that non-performance is due to cause other than fault or negligence on its part."

19. **Confidentiality.** Section 13.1 of the Agreement is amended by inserting the following words at the beginning of the section, "Subject to any requirements of the Nevada Public Records Law.". Nearmap acknowledges and agrees that the Licensee may disclose the terms of this Agreement or other Confidential Information as required by applicable Federal and Nevada laws.

20. **Nearmap Customer.** Section 17.1 of the Agreement is deleted in its entirety and replaced with the following:

"Nearmap customer Nearmap shall not in any manner advertise or publish the fact that it has furnished or contracted to furnish Clark County with the goods or services herein mentioned without prior written consent of the Purchasing Department."

21. The definition of "Business Days" under Section 18 of the Agreement is deleted in its entirety and replaced with the following:

"Business Days means any day other than a Saturday, a Sunday or a recognised public holiday in Utah and Nevada, USA."

22. The definition of "Confidential Information" under Section 18 of the Agreement is amended to insert a subsection (d) with the words: "(d) as required by Federal and Nevada law".

23. The definition of "Late Payment Fees" is deleted.

24. The definition of "Product-Specific Terms" under Section 18 of the Agreement is deleted in its entirety and replaced with the following:

"Products Specific Terms means additional terms and conditions that apply to certain Products, attached under Schedule 1 to the Agreement".

25. The Licensee is permitted to incorporate printing capability in connection with the Public Display License for Government Product on its public facing websites as set out below:

- (a) Open Web: <https://maps.clarkcountynv.gov/ow/?@782884,26762114,6;>
- (b) Air Quality Map Assistant: <https://ccgismo.maps.arcgis.com/apps/webappviewer/index.html?id=9b5bee80a3ed497a95a44fb94f03d6d1;>
- (c) Clark County Map Maker: <https://ccgismo.maps.arcgis.com/apps/webappviewer/index.html?id=d5a54f87f53d45158b50fc32b80043df.>

Additionally, the Licensee may permit the below entities to access the Public Facing Display License for Government and use it on their public facing website but no printing is permitted:

- (a) City of Mesquite
- (b) Regional Transportation Commission (RTC) - <https://gis.rtcsnv.com/RPCC/>
- (c) City of Las Vegas
- (d) Clark County
- (e) Dept of Aviation/McCarran
- (f) City of Las Vegas
- (g) Southern Nevada Water Authority (SNWA)
- (h) Regional Transportation Commission
- (i) Clark County Regional Flood Control
- (j) Clark County Water Reclamation District
- (k) Southern Nevada Health District
- (l) Clark County School District
- (m) Las Vegas Metro Police
- (n) City of North Las Vegas
- (o) City of Henderson
- (p) City of Boulder City
- (q) Southern NV Regional Housing Authority
- (r) University of Nevada Las Vegas
- (s) Library District (Henderson, Boulder City, Las Vegas and North Las Vegas)
- (t) Las Vegas Convention and Visitor Authority

The Licensee may add additional public facing websites to be used in connection with the Public Display License for Government not listed in this Agreement with Nearmap's prior consent, such consent at Nearmap's sole discretion.

26. The following are inserted into the Agreement as sections 6.7 and 6.8:

"6.7 Clark County Budgetary Limits -- The Licensee, as a local governmental entity, is subject to the requirement of Nevada Revised Statutes 244.230 and 354.626, which require Licensee to budget annually for its expenses and which prohibit Licensee for obligating itself to expend money or incur fixed liabilities in excess of amount appropriated. Possible future expenses for Services are subject to Licensee's annually approved budgeted appropriations for Nearmap. Clark County has the right, in its absolute discretion and upon giving Nearmap 10 Business Days' notice, to terminate the Agreement and the License for the annual subscription period following the provision of such notice.

6.8 In addition of Section 6.2, this Agreement may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

- (a) not less than ten (10) calendar days written notice of intent to terminate; and
- (b) an opportunity for consultation with the terminating party prior to termination."



PLEASE READ THIS PRODUCTS AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT BY EXECUTING A QUOTE, YOU AGREE TO BE BOUND BY THIS PRODUCTS AGREEMENT, THE QUOTE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE, YOU MUST NOT ACCEPT THIS PRODUCTS AGREEMENT AND NOT USE ANY NEARMAP PRODUCTS AND SERVICES.

PRODUCTS AGREEMENT

Recitals

- A. Nearmap is a provider of aerial photography and associated products and services.
- B. Nearmap agrees to supply the Licensee with the Products described in the Quote, subject to the terms of this agreement, the Additional Terms and Conditions, Product-Specific Terms, any Schedules and the Quote which together constitute the legal agreement between the Licensee and Nearmap (the "Agreement").

Definitions of capitalized words are set out in section 18 of the Agreement.

1. GRANT OF LICENSE TO USE PRODUCTS

- 1.1 **Grant** Subject to the terms of this Agreement and payment by the Licensee of the Fees, Nearmap grants to the Licensee a limited, non-exclusive, non-transferrable license for the Term to use the Products for and to the extent of the Permitted Purpose (the "License").
- 1.2 **Authorized Users** The Products available under this License are only to be used by the total number of Authorized Users. The Licensee shall implement reasonable controls to ensure that it does not exceed the number of Authorized Users. If the number of users exceeds the total number of Authorized Users, the Licensee will be in breach of this Agreement.
- 1.3 **Renewal** Upon the expiration of the Initial Term, this Agreement subject to any amendments to this Agreement required by Nearmap, shall be renewed automatically for successive renewal terms of twelve (12) months each (each a "Renewal Term") unless terminated by either party by providing at least 30 days' written notice of its intention not to renew this Agreement prior to the expiry of the initial Term or any current Renewal Term.
- 1.4 **Replacement Product** Nearmap may from time to time supply the Licensee with a replacement Product of no lesser quality than the previously supplied Product at its absolute discretion. If requested by Nearmap, the Licensee must stop using any previously supplied Product and use the replacement Product from the date of delivery from Nearmap.
- 1.5 **Acknowledge Nearmap source** The Licensee must expressly acknowledge Nearmap, in a reasonably prominent manner (by displaying the Nearmap logo or other appropriate attribution), as the source of any Product or Derivative Works that the Licensee uses, copies, modifies or distributes. Unless otherwise permitted in writing, the Licensee must not remove or cause to be removed any Nearmap logo, watermark or other Nearmap attribution in any Product or Derivative Works.
- 1.6 **Data Use for Government Products** Nearmap measures data usage by the Licensee under this License for Government Products. When using Government Products, Nearmap's Fair Use Policy regulates the Licensee's consumption of data during the Term (or Renewal Term) the following conditions also apply to the Licensee's use of Government Products:
- (a) the amount of data used by the Licensee on the Government Products will be monitored and then calculated at the end of every Term or Renewal Term based on the total data of all users who access and use the Licensee's Nearmap account during that Period; and
- (b) if the Licensee elects to download and/or export Government Products available to the Licensee on the Website, this will be applied to the calculation of the Licensee's use of the Government Products.
- 1.7 **Allowance for Non-Government Products** Non-Government Products Licensed to the Licensee may be subject to additional Allowance, Periodic Allowance or Periodic Data Allowance terms that are published in the Product Specific Terms and if applicable the Periodic Allowance Section.
- 1.8 **Unavailability** Subject to section 12, if a Product is not available for a period of 3 consecutive days, the Term will be extended by the period of such unavailability

2. RESTRICTIONS ON RIGHT TO USE PRODUCTS

- 2.1 **Permitted Purpose** The Products must only be used for the Permitted Purpose.
- 2.2 **No right to distribute, transfer, resell, assign or sublicense** This License is granted only to the Licensee. The Licensee must not distribute, transfer, resell, assign, rent, lease or sublicense any Product or any of the Licensee's rights under this License without Nearmap's prior written consent.
- 2.3 **No third party access** Unless otherwise provided in this Agreement, the Licensee must not make any Product available in any medium or manner to any third party (including but not limited to the Licensee's subsidiaries, affiliates, any lower or higher tiered governments and any neighbouring local government).
- 2.4 **Employees** The Licensee may make Products available to any employee of the Licensee, subject to that person complying with the terms of the Agreement as if they were a party to it and the total number of Authorized Users has not been exceeded. Such employees are deemed to be Authorized Users. The Licensee is responsible and liable for any person who uses the Licensee's account access details or uses Products made available to the Licensee in breach of this Agreement, including, without limitation, for any additional fees that become payable if the Licensee exceeds the number of Authorized Users.
- 2.5 **No machine learning** The Licensee must not conduct machine learning work in

connection with this Agreement or any Products, which includes but is not limited to any:

- (a) machine learning models (including the model form and model parameters);
- (b) outputs of machine learning models;
- (c) software that processes or transforms input data for training a machine learning model or getting a prediction from a machine learning model into a format suitable for training or making such prediction; or
- (d) software used to train a machine learning model or compute outputs of a machine learning model for a given set of input data.
- 2.6 **No caching and creation of database** Except as expressly permitted under this Agreement, the Licensee is not permitted to:
- (a) use its access to the Products under this Agreement for the purposes of creating a database of imagery for resale, distribution, sub-license or other commercial purposes and mass downloads or bulk feeds of any imagery; and
- (b) pre-fetch, retrieve, cache, index, or store any Content or portion of the Products.
- 2.7 **Restriction on integration methods** The Licensee is only permitted to use API integration method authorized by Nearmap, or other integration methods authorized by Nearmap in writing, including but not limited to integration with the Licensee's or other third party platforms or software.
- 2.8 **Limits on use of Website** In the Licensee's use of the Website, the Licensee must not (without the prior written consent of Nearmap):
- (a) provide a link to another URL;
- (b) upload content or other information to the Website (except as necessary to use the Products);
- (c) do anything to damage, interfere or disrupt access to the Website or do anything which might impair its functionality;
- (d) use the Website in any way to send unsolicited email (commercial or otherwise) or any other material for marketing or publicity purposes;
- (e) publish, post, distribute, disseminate or otherwise transmit, defamatory, offensive, infringing, obscene, indecent or other unlawful or objectionable or confidential material or information;
- (f) make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "trojan horses", "worms" or any other harmful software;
- (g) remove any content or information from the Website, other than that permitted under the terms of this License;
- (h) falsify the true ownership of a Product or other material or information made available via the Website;
- (i) obtain or attempt to obtain unauthorized access, through whatever means, to the Website;
- (j) use the Website other than in accordance with this Agreement;
- (k) attempt any of the above acts or engage, encourage or permit another person to do any of the above acts; or
- (l) provide or allow access which exceeds the total number of Authorized Users in connection with use of the Product.
- 2.9 **Breach** If the Licensee breaches any of sections 2.1 to 2.8 inclusive, Nearmap reserves its rights to terminate the Agreement in accordance with section 6.2, restrict the Licensee's access to the Products, and take any other steps available to it at law.
3. **THE LICENSEE'S ACCESS TO PRODUCTS AND SERVICES**
- 3.1 **Authorized Users** Any password/ID issued by Nearmap to an Authorized User is personal and confidential to that Authorized User. If Nearmap suspects that any password/ID is being used by an unauthorized person, by a different Authorized User to the person to whom it was issued or the number of Authorized Users has been exceeded, Nearmap may:
- (a) cancel that password/ID;
- (b) restrict the Licensee's access to the Product to low resolution imagery, or apply any other restrictions on access that Nearmap determines in its absolute discretion;
- (c) immediately cease the Licensee's access to the Product;
- (d) require the Licensee to pay for any additional fees due based on the standard Nearmap Fees for the applicable Product, in respect of any such unauthorized use; and/or
- (e) exercise any other right available to Nearmap under the terms of this Agreement or at law.

- 3.2 **Downtime** Nearmap will use reasonable efforts to ensure that the Website remains available but cannot guarantee that this will be the case at all times. Nearmap agrees that, wherever possible, all planned maintenance will be done out of normal Operational Hours to ensure optimal uptime of the Website. When Nearmap becomes aware of any Fault, Nearmap will use reasonable efforts to:
- (a) allocate such resources as may be necessary to remedy the Fault; and
 - (b) otherwise take all reasonable steps to remedy the Fault so as to minimize any disruption to the Licensee's use of the Products.
- 3.3 **Expiry** The Licensee's License will expire at the end of the Term unless renewed in accordance with section 1.3 and may be suspended or terminated in accordance with section 6.2 if the Licensee is in breach of this Agreement.
- 3.4 **Unauthorized Use** Licensee shall take reasonable steps to prevent unauthorized access to the Products, including without limitation protecting its passwords and other log-in information. The Licensee shall notify Nearmap immediately of any known or suspected unauthorized use of the Products or breach of its security and shall use best efforts to stop said breach and minimize the adverse impact of said breach on Nearmap.
- 3.5 **Audit** During the Term of this Agreement and for two (2) years after termination or expiry of this Agreement, the Licensee shall maintain records regarding its use of the Products according to its record keeping policies and procedures. The Licensee shall permit Nearmap (or its auditors) access to the Licensee's records pertaining to the Licensee's use of the Products. Nearmap will give at least thirty (30) days prior written notice of an audit and will not conduct an audit more than once per calendar year unless non-compliance findings are noted, in which case the audit period may be extended.
- 3.6 **Audit Findings** If an audit results in findings of non-compliance, Nearmap may, at its discretion (a) invoice any additional license fees due based on the standard Nearmap Fees in place at the time of the original license grant, (b) recover the reasonable cost of the audit if additional Fees exceed five (5) per cent of the Fees paid during the audit period and (c) terminate this Agreement in accordance with section 6. Licensee must pay all invoices issued under this section within thirty (30) days following the date of invoice or such other period agreed between the parties.
- 4. FEES**
- 4.1 **Fees** The Fees payable by the Licensee are set out in the Quote.
- 4.2 **Payment** The Fees are payable by the Licensee to Nearmap in the manner and by the due date as set out in the Quote at the beginning of each Term unless otherwise agreed by Nearmap. Where the Fees are payable by credit card, the Licensee authorizes Nearmap to charge the Licensee's credit card for all purchased Products listed in the Quote for the initial Term and any Renewal Term.
- 4.3 **No cancellation** Subject to section 4.4, all Fees are non-cancellable and non-refundable except as expressly set out in the Agreement.
- 4.4 **Refund of Fees** If the Licensee is not in breach of the Agreement, and Nearmap elects to terminate the Agreement under section 6.3, Nearmap will refund the Licensee any pre-paid fees relating to the portion of Term remaining as at the date of termination.
- 4.5 **Taxes** Unless otherwise stated, Fees and Late Payment Fee do not include any direct or indirect local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, excise, use or withholding taxes (collectively, "Taxes"). Licensee is responsible for paying all Taxes except those assessable against Nearmap based on its income. Nearmap will invoice Licensee for such Taxes if Nearmap believes it has a legal obligation to do so and Licensee agrees to pay such Taxes if so invoiced.
- 4.6 **Late Payment** If a scheduled Fee payment is still overdue after seven (7) days' notice from Nearmap to remedy the payment default, the Licensee agrees that Nearmap may charge the Licensee a Late Payment Fee and/or immediately limit or terminate access to the Products provided under this License.
- 4.7 **Amendments** Fees of the relevant Product may only be increased at the end of the Term (including any Renewal Term) subject to Nearmap and the Licensee agreeing in writing.
- 5. THE LICENSEE'S WARRANTIES**
- 5.1 **Warranty** The Licensee warrants that:
- (a) any information the Licensee supplies to Nearmap in respect of the Agreement is complete and correct. The Licensee must keep Nearmap informed of any change to the Licensee's information provided to Nearmap, including any change to the Licensee's contact details, or the details of a credit card used for payment;
 - (b) the Licensee will immediately notify Nearmap of any usage of any Product outside the Permitted Purpose, and provide any other information reasonably requested by Nearmap;
 - (c) the Licensee has the power to enter into this Agreement and to perform the obligations under it; and
 - (d) the Licensee has and will comply with all relevant laws relating to the Licensee's use of the:
 - (i) License;
 - (ii) Products; and
 - (iii) Website.
- 6. TERMINATION AND EXPIRY**
- 6.1 **Initial Term** This Agreement commences on the Commencement Date and continues until expiry of the Term unless terminated earlier in accordance with the terms of this Agreement or renewed under section 1.3.
- 6.2 **Termination by Either Party** Either party may terminate this Agreement with immediate effect by giving notice to the other party if:

- (a) the other party breaches any of its obligation under this Agreement capable of remedy and fails to remedy that breach within fourteen (14) days after receiving notice requiring it to do so;
 - (b) the other party breaches any of its obligations under this Agreement incapable of remedy and Content; or
 - (c) the other party files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act or has any such petition filed against it which is not discharged within sixty (60) days of the filing thereof or admits in writing its inability to pay its debt generally as they become due.
- 6.3 **Termination by Nearmap** Notwithstanding anything else in the Agreement but subject to section 4.4, Nearmap has the right, in its absolute discretion and upon giving the Licensee 10 Business Days' notice, to terminate the Agreement and the License.
- 6.4 **Consequences** If the Agreement is terminated under sections 6.2 or 6.3 or expires at the end of the Term:
- (a) the License immediately terminates and the Products will no longer be available to the Licensee;
 - (b) The Licensee must immediately destroy, delete or return to Nearmap all Products; and
 - (c) subject to section 7.3, the Licensee and the Authorized Users are not permitted to use any Products for any purpose.
- 6.5 **Costs** Nearmap reserves all rights following termination of this Agreement, including any rights available to Nearmap to collect any outstanding Fees which may be owed by the Licensee. The Licensee will be liable for any reasonable legal costs incurred by Nearmap in enforcing its rights following termination of this Agreement.
- 6.6 **Continuing obligations** After expiry or termination of the Agreement or a License, sections 1.5, 2, 4, 6.5, 7, 8, 9, 10, 13, 14, 15, and 17 will still be binding on the Licensee in relation to Products licensed or obtained during the Term.
- 7. INTELLECTUAL PROPERTY**
- 7.1 **Ownership** Unless otherwise indicated, the Website, the Products, the Content, and all associated Intellectual Property Rights, data, information and software are owned by Nearmap and are protected by copyright, moral rights, trademark and other laws relating to the protection of intellectual property. Nearmap reserves all of its Intellectual Property Rights. Except for the limited License granted to the Licensee in section 1.1, no ownership or Intellectual Property Rights in the Website, any Product or Content will pass or be licensed to the Licensee.
- 7.2 **Trademarks** The Nearmap trademarks and all associated Intellectual Property Rights are owned by Nearmap. Nothing in the Agreement confers upon the Licensee any rights to use or modify any of Nearmap's trademarks, except that Nearmap grants the Licensee a royalty free, limited non-exclusive, non-transferrable, non-sublicensable license to reproduce and display Nearmap trademarks only to the extent necessary to comply with the Licensee's obligations under the Agreement. Any such reproduction and display of those marks must comply with the policies and rules Nearmap makes available to the Licensee from time to time.
- 7.3 **Derivative Works** Subject to compliance with all other terms of this Agreement, the Licensee is granted a non-exclusive right to produce and use Derivative Works for a Permitted Purpose. Unless otherwise notified to the Licensee by Nearmap, the Licensee may continue using Derivative Works following termination or expiry of this Agreement. For the avoidance of doubt, Nearmap will continue to own all rights in and to any Products and Content embedded in a Derivative Work, but all other rights in and to the Derivative Work will belong to the Licensee.
- 8. THIRD PARTY PROVIDERS**
- 8.1 **Nearmap engages Third Party Providers** in order to provide the Products. The Licensee agrees to comply with all requirements and restrictions that Third Party Providers may impose on Licensee directly or indirectly by imposition on Nearmap, in relation to their respective products and/or services, at the time of, or subsequent to, the Agreement. The Licensee acknowledges that provision of the Products is subject to, and dependent upon, adequate delivery of products and services by the Third Party Providers. In accordance with section 9 of the Agreement, Nearmap's liability is reduced to the extent that loss or damage of any kind is caused or contributed to, by Third Party Providers. For the Licensee's convenience, Nearmap has set out in this section 8 links to the terms and conditions of these Third Party Providers with which the Licensee is required to comply. The Licensee further acknowledges that by entering into the Agreement, the Licensee is deemed to accept the respective terms and conditions of Third Party Providers, which currently include the Third Party Providers set out below. Third Party Providers and their terms of supply may change from time to time during the Term of the Agreement.
- (a) **Google** Nearmap engages Google to supply navigation and geo-location data, and related content. By entering into the Agreement, the Licensee agrees to the Google Terms of Service as they apply to the Licensee. https://www.google.com/enterprise/earthmaps/legal/us/maps_purchase_agreement_apac.html;
 - (b) **Amazon Web Services (AWS)** Nearmap engages Amazon Web Service, Inc. to provide services (the "AWS Services") which enables delivery of the Products. By entering into the Agreement, the Licensee agrees to comply with the AWS Customer Agreement (<http://aws.amazon.com/agreement/>) as it applies to the Licensee. Use of the Products is also subject to the Licensee's compliance with the following AWS policies:
 - (i) Privacy Policy

- (<http://aws.amazon.com/privacy/>)
- (ii) Acceptable Use Policy
(<http://aws.amazon.com/aup/>)
- (iii) Terms of Use
(<http://aws.amazon.com/terms/>)
- (iv) Service Terms
(<http://aws.amazon.com/serviceterms/>)
- (v) Trademark Guidelines
(<http://aws.amazon.com/trademark-guidelines/>)
- (c) **NASA/NCAS** By entering into the Agreement, the Licensee agrees to the following NASA/NCAS terms and conditions:
(<https://www.nearmap.com/us/en/legal/copyright/>).
- 9. WARRANTY AND LIABILITY**
- 9.1 **Warranty** Nearmap agrees to use industry standard GPS to ensure captured imagery has accurate geographical positioning.
- 9.2 **DISCLAIMER OF WARRANTIES OTHER THAN AS SET FORTH IN SECTION 9.1.** THE WEBSITE AND THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW. NEARMAP AND ITS CONTENT PROVIDERS, AGENTS, MANDATARIES AND AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND COURSE OF DEALING OR PERFORMANCE.
- 9.3 **NO REPRESENTATIONS WHILE NEARMAP USES REASONABLE EFFORTS TO ENSURE THE ACCURACY, CORRECTNESS AND RELIABILITY OF THE CONTENT, THE PRODUCTS AND THE WEBSITE.** NEARMAP MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES AS TO THE ACCURACY, CORRECTNESS OR RELIABILITY OF ANY PRODUCT OR CONTENT CONTAINED ON THE WEBSITE. THE PRODUCTS AND THE WEBSITE ARE SUBJECT TO ERRORS, OMISSIONS, INACCURACIES AND DISTORTIONS AND NEARMAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR ANY CLAIMS MADE BY OR ARISING OUT OF, ANY PERSON OR ENTITY SEEKING TO RELY ON ANY OF THE PRODUCTS OR THE WEBSITE.
- 9.4 **LIMIT OF LIABILITY** NEARMAP'S LIABILITY FOR: (A) A BREACH OF A WARRANTY UNDER SECTION 9.1; OR (B) A BREACH OF A REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE WHICH IS IMPLIED OR IMPOSED IN RELATION TO THIS LICENSE UNDER LEGISLATION AND CANNOT BE EXCLUDED, WILL BE LIMITED TO, AT NEARMAP'S OPTION, REPLACING OR REPAIRING THE PRODUCTS OR SUPPLYING PRODUCTS EQUIVALENT TO THE RELEVANT PRODUCTS, OR PAYING THE COST OF REPLACING OR REPAIRING THE PRODUCTS.
- 9.5 **NO LIABILITY FOR CLAIMS TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL NEARMAP, ITS CONTENT PROVIDERS, AGENTS, MANDATARIES OR AFFILIATES BE LIABLE FOR ANY CLAIMS OF ANY KIND ARISING FROM OR CONNECTED WITH THE USE OF THE WEBSITE, THE CONTENT OR THE PRODUCTS, OR THE UNAVAILABILITY OF THE SAME, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, AND DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EXTRACTIONAL LIABILITY, OR OTHERWISE. THE LICENSEE IS RESPONSIBLE FOR THE ENTIRE COST OF ALL SERVICING, REPAIR OR CORRECTION REQUIRED DUE TO THE LICENSEE'S USE OF THIS WEBSITE, THE CONTENT OR THE PRODUCTS. THIS EXCLUSION APPLIES, WITHOUT LIMITATION, TO ANY CLAIMS CAUSED BY OR RESULTING FROM RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM NEARMAP.**
- 9.6 **AGGREGATE LIMIT** IN NO EVENT WILL THE AGGREGATE LIABILITY OF NEARMAP, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), EXTRACTIONAL LIABILITY, PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE PRODUCTS, THE CONTENT OR THE WEBSITE EXCEED ANY COMPENSATION OR FEE THE LICENSEE HAS PAID, IF ANY, TO NEARMAP FOR ACCESS TO OR USE OF THE PRODUCTS OVER THE 12 MONTH PERIOD PRIOR TO THE ALLEGED DEFAULT, BREACH OR EVENT GIVING RISE TO THE LIABILITY.
- 9.7 **Third Party Providers** The Licensee acknowledges that Nearmap relies on the services of Third Party Providers in order to supply the Products and related services. Without limiting any of the above, to the fullest extent permitted by applicable law, Nearmap will not be liable for any loss, damage, or cost of any kind, which is caused, or contributed to, by a third party service provider.
- 9.8 **Indemnity** To the extent permitted by law, the Licensee agrees to indemnify Nearmap and its directors, officers, employees, agents, mandataries and subcontractors, from and against any and all direct or indirect claims, damages, losses, liabilities, expenses and costs (including reasonable attorney's fees and costs) arising from or out of:
- (a) the Licensee's actual or alleged breach of any provisions of this Agreement;
- (b) the Licensee's use of the Product for any purpose; and
- (c) the Licensee's use of, or any third party's use of, or inability to use, any Derivative Works, including without limitation, any output from the Derivative Works.

- 9.9 **Notice of claim** Nearmap will provide the Licensee with notice of any claim or allegation under section 9.8, and Nearmap has the right to participate in the defense of any such claim at its expense.

10. COPYRIGHT COMPLAINTS

- 10.1 Subject to section 9, if any third party brings a Claim against the Licensee alleging that the Licensee's use of the Products in accordance with this License infringes their copyright ("Infringement Claim"), Nearmap will defend the Licensee against the Claim and pay any settlement to which Nearmap consents or final court-awarded damages for which the Licensee is liable.
- 10.2 The Licensee must:
- (a) promptly notify Nearmap of any such Infringement Claim;
- (b) not make any admissions in relation to the Infringement Claim without Nearmap's prior written consent;
- (c) permit Nearmap to conduct the defense of the Infringement Claim including all negotiations for settlement; and
- (d) provide Nearmap with any assistance reasonably requested to allow Nearmap to defend the Infringement Claim.
- 10.3 Nearmap will have no liability for any Infringement Claim:
- (a) that arises from any:
- (i) use of the Product in violation of this Agreement;
- (ii) modification of the Product by anyone other than Nearmap or a party authorized by Nearmap in writing to modify the portion of the Product applicable to the Infringement Claim; or
- (iii) third-party products, services, hardware, software or other materials, or a combination of these with the Products, which would not be infringing without this combination; or
- (b) if the Licensee fails to comply with section 10.2.
- 10.4 To the maximum extent permitted by law, this section 10 sets out Nearmap's sole and exclusive liability, and the Licensee's sole and exclusive remedy, for any third party Infringement Claims brought against the Licensee in relation to an infringement of Intellectual Property Rights.

11. PRIVACY POLICY

- 11.1 Nearmap will collect, use and disclose any personal information supplied by the Licensee as set out in Nearmap's Privacy Policy, as amended from time to time, and currently available at <https://www.nearmap.com/us/en/legal/privacy-policy>. The Licensee hereby consents to those collections, uses and disclosures.
- 11.2 To the maximum extent permitted by law, by entering into this Agreement, the Licensee expressly consents to receiving general emails relating to product updates, new products or anything related to the usage of the product from Nearmap but prior written consent is required to receive by email direct marketing communications from Nearmap.
- 11.3 By entering into this Agreement, the Licensee acknowledges that personal information provided by the Licensee in the course of accessing Products (including, without limitation, credit or debit card details provided by the Licensee for the purpose of paying Nearmap) may be disclosed to and held by one or more of Nearmap's third party suppliers and partners (including, without limitation, providers of payment processing services), and used by those third parties in connection with the supply of Products. Nearmap will have no liability whatsoever with respect to any personal information held by a third party in connection with the supply of Products.

12. FORCE MAJEURE

- 12.1 **Force Majeure Event** If a party is unable to perform or is delayed in performing an obligation under this Agreement (except for any obligation to pay money, including Fees) because of an act of war, terrorism, hurricane, earthquake, other act of God or of nature, strike or other labor dispute, riot or other act of civil disorder, embargo, or other cause beyond the performing party's reasonable control ("Force Majeure Event"): that obligation is suspended but only so far and for so long as that party is affected by the Force Majeure Event; and
- (a) the affected party will not be responsible for any loss or expense suffered or incurred by the other party as a result of, and to the extent that, the affected party is unable to perform or is delayed in performing its obligations under this Agreement because of the Force Majeure Event.
- 12.2 **Notice of Force Majeure Event** If a Force Majeure Event occurs, the party affected by the Force Majeure Event must:
- (a) Promptly (when reasonably possible to do so) give the other party notice of the Force Majeure Event and an estimate of the non-performance and delay;
- (b) take all reasonable steps to overcome the effects of the Force Majeure Event; and
- (c) resume compliance as soon as practicable after the Force Majeure Event no longer affects it.

13. CONFIDENTIALITY

- 13.1 The Licensee must not use any Confidential Information for any purpose not expressly permitted hereunder. The Licensee will disclose Confidential Information only to its employees who have a need to know for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Licensee's duty hereunder. The Licensee will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as it would protect its own confidential or proprietary information of similar nature and with no less than reasonable care.

14. NOTICES

- 14.1 All notices and consents will be in writing and will be considered delivered and effective upon receipt (or when delivery is refused) when (a) personally delivered; (b) sent by registered or certified mail (postage prepaid, return receipt requested); (c) sent by nationally recognized private courier (with signature

required and all fees prepaid); or (d) sent by email with confirmation of transmission. Notices must be sent to the Licensee at the address set forth in the Quote (or if none is specified, the address to which Nearmap sends invoices) and for Nearmap to 10897 South River Front Parkway, Suite 150 South Jordan, UT 84095, USA, or at another address as a party may designate in writing.

16. TECHNOLOGY EXPORT

- 16.1 The Licensee shall not: (a) permit any third party to access or use the Product in violation of any U.S. or Canadian law or regulation; or (b) export any software provided by Nearmap or otherwise remove it from the United States or Canada except in compliance with all applicable U.S. and Canadian laws and regulations. Without limiting the generality of the foregoing, the Licensee shall not permit any third party to access or use the Product in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria) or a Canadian embargo.

16. NEARMAP NOW

- 16.1 **Survey** During the Term, the Licensee may request a survey of an area which is not covered (in its entirety or in part) by the Coverage Area ("Survey"). The Licensee must provide a detailed description of the area that is to be covered by the Survey and which is to be included in the Survey Specification. Upon receipt of such a request in writing, Nearmap may, in its absolute discretion, agree to provide the Survey to the Licensee for a Survey Fee.
- 16.2 **Delivery of Survey** Subject to sections 12 and 16.1, Nearmap will deliver the Survey to the Licensee by uploading the Survey to the Website within 6 months of the date on which Nearmap receives payment of the Survey Fee in full from the Licensee. Nearmap will notify the Licensee in writing once the Survey has been uploaded to the Website.
- 16.3 **Availability to other Nearmap customers** Nearmap may, at its absolute discretion, allow other customers of Nearmap to access the Survey on the Website.
- 16.4 **Refund of Survey Fee** If the Licensee is not in breach of the Agreement and Nearmap elects to terminate the Agreement under section 6.3 prior to delivery of the Survey, Nearmap will refund the Survey Fee to the Licensee.
- 16.5 **Other Products** This Section 16 will not be applicable to the Licensee if the Licensee has not purchased a Survey.

17. MISCELLANEOUS TERMS

- 17.1 **Nearmap customer** Licensee grants Nearmap the right to use Licensee's name and logo to identify as a Nearmap customer for marketing or promotional purposes in public or private communications with our existing or potential customers, subject to Licensee's standard trademark usage guidelines as provided to us from time-to-time.
- 17.2 **Additional Terms and Conditions** The Additional Terms and Conditions form part of, and should be read in conjunction with, this Agreement.
- 17.3 **Precedence of Documents** This Agreement is comprised of:
- (a) the Additional Terms and Conditions;
 - (b) the Quote;
 - (c) any Product Specific Terms; and
 - (d) this products agreement.
- If there is any ambiguity or inconsistency between the documents comprising the Agreement, the document appearing higher in the list will have precedence.
- 17.4 **Independent Contractors** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that neither party's employee or contractor is an employee of the other party.
- 17.5 **Construction** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason for authorship.
- 17.6 **Waiver** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 17.7 **Severability** If one or more of the terms of the Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining terms will not be affected.
- 17.8 **Amendments** Other than as expressly specified in this Agreement, this Agreement may only be varied with the written consent of Nearmap and the Licensee.
- 17.9 **Assignment** This Agreement shall not be assigned by either party without the prior written consent of the other party which shall not be unreasonably withheld; provided, however, that Nearmap may, upon written notice to the Licensee, assign all of its rights under this Agreement to (i) a parent, subsidiary or Affiliate of Nearmap, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Nearmap is participating. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 17.10 **Entire Agreement** This Agreement:
- (a) comprises the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
 - (b) supersedes any prior agreement or understanding on anything connected with that subject matter.
- 17.11 **Counterparts** This Agreement may consist of a number of counterparts and if so the counterparts taken together constitute one and the same instrument. This Agreement is not binding on any party unless one or more counterparts have been duly executed by, or on behalf of, Nearmap and the Licensee.

- 17.12 **Language** The parties have expressly agreed that this Agreement and all ancillary agreements, documents or notices relating thereto be drafted solely in the English language. Les parties aux présentes ont expressément convenu que ce accord et toute autre convention, document ou avis y afférent soient rédigés en anglais seulement.

- 17.13 **Governing Law** This Agreement will be governed by and construed in accordance with the laws of the State where the Licensee is carrying on business applicable to agreements made and to be entirely performed within that state, without resort to its conflict of law provisions.

18. DEFINITIONS

In this Agreement:

Additional Terms and Conditions means the additional terms and conditions (if any) set out in the Quote.

Affiliate means, with respect to Nearmap, any entity that controls or is controlled by Nearmap, or is under common control with Nearmap. For purposes of this definition, an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, at least fifty per cent (50%) of the voting equity of another entity (or other comparable interest for an entity other than a corporation).

Allowance means any usage allowance the Licensee is permitted to use and/or drawn down against for any Licensed Non-Government Products as specified the Quote.

API means application programming interface.

Authorized User means the number of persons specified in the "Seats" section of the Quote, who have been granted access to the Product by the Licensee pursuant to the term and conditions of this Agreement and who either has been assigned a unique Nearmap user login credential or whom the Licensee has assigned a user login credential that enables access to the Product.

Business Days means any day other than a Saturday, a Sunday or a recognised public holiday in Utah and Nevada, USA.

Claim means any claim, cost (including legal costs on a solicitor and client basis), damages, debt, expense, tax, liability, loss, obligation, allegation, suit, action, demand, cause of action, proceeding or judgment of any kind however calculated or caused, and whether direct or indirect, consequential, incidental or economic.

Commencement Date means (a) for New Subscription Quotes, the date as specified in the "Contract Commencement" section or the "Subscription Start Date" section of the Quote, whichever is later, or (b) for Renewal Quotes or Amendment Quotes, the date as specified in the "Subscription Start Date" section of the Quote.

Commercial Purpose means to distribute, transfer, sell, sub-license or pass possession of any Products (in whole or in part) for the purpose of direct commercial benefit or gain by the Licensee.

Confidential Information means the terms of this Agreement, the pricing, and any other information relating to the business, finances, strategy, methods, processes, products, metadata, services or other affairs of Nearmap or its representatives or related bodies corporate which is disclosed to, learnt by or accessed by the Licensee in connection with the Agreement, whether before or after the Licensee entered into the Agreement, whether orally, electronically, in writing or otherwise, but excludes information which:

- (a) is or becomes part of the public domain otherwise than as a consequence of a breach of the Agreement;
- (b) the Licensee has obtained from a source other than Nearmap which source is entitled to disclose it;
- (c) the Licensee has developed or acquired independently before the date of the Agreement, and can provide reasonable proof; or
- (d) as required by Federal and Nevada law.

Content means any content made available by or on behalf of Nearmap to the Licensee in connection with the License, whether or not through the Website or an API. **Coverage Area** means the area specified in the "Coverage" section of the Quote for which Nearmap has available Products, which may cover part or all of that area and which may cover part (but not all) of the area covered by the Survey.

Derivative Work means any new work created by or for the Licensee that incorporates, embeds or includes all or part of a Nearmap Product or Content.

Fair Use Policy means the policy as attached to the Quote.

Fault means any fault, failure, error or defect which prevents the Licensee from accessing the Products, other than where access is prevented due to a planned outage, because of an unforeseeable event beyond Nearmap's reasonable control or any conduct or activity undertaken by the Licensee, the Licensee's employees or agents or mandataries.

Fees means the fees specified in the Quote payable by the Licensee for the License, or as otherwise agreed in writing between Nearmap and the Licensee.

Government Products means any Products specified in the Quote that are described as "Nearmap Vertical for Government" and "Nearmap Oblique for Government" and includes any other Products offered by Nearmap for government customers only where use of its License is connected to the Fair Use policy.

Intellectual Property Rights includes all industrial and intellectual property rights throughout the world including copyright, moral rights, trademarks, patents, rights to protect confidential information and any other similar rights.

Late Payment Fee means a fee, as notified by Nearmap to the Licensee, corresponding to the costs incurred by Nearmap (including, without limitation, administrative and other costs) in recovering any payment not made by the Licensee on the due or scheduled date for payment. Late fees incur interest at the rate of 1.5% per month (being 18% per year).

License means the license granted in section 1.1.

Licensee means the person or entity specified in the "Customer Name" section of the Quote.

Nearmap means Nearmap US, Inc.

Non-Government Products means all Products specified in the Quote that do not fall under the definition of Government Products.

Operational Hours means 9am to 5pm PT.

Periodic Allowance or Periodic Data Allowance means the data allowance specified in the "Allowance" section of the Quote unless otherwise agreed in writing between Nearmap and the Licensee.

Periodic Allowance Section means section 1.6 (or its equivalent) in this Agreement.

Permitted Purpose means the use of Products by the Licensee for internal purposes in the Licensee's ordinary business, and at all times excludes any:

- (a) Commercial Purpose;
- (b) Unlawful Purpose;
- (c) Integration or attempt to integrate the Product in an internal system of the Licensee or of a third party; and
- (d) Redistribution or copying of files, images, photographs or making such files, images or photographs available in any medium or manner that is contained in the Products to any third party (except as expressly permitted under this Agreement).

Products means any Nearmap products specified in the Quote (and further described on the Website) and, if applicable, the Survey. For the avoidance of doubt, Products include Content.

Products Specific Terms means additional terms and conditions that apply to certain Products, as attached to this Agreement

Quote means the renewal quote Q065498.

Schedule means a schedule to this Agreement, where such schedule has been incorporated by reference to form part of this Agreement.

Subscription Period means the period stated in the "Subscription Period" column of the Quote.

Subscription Start Date means the date specified in the "Subscription Start Date" section of the Quote.

Survey has the meaning (if any) given to that section 16.1.

Survey Fee means the fee for the Survey as agreed in writing between Nearmap and the Licensee

Survey Specification means the survey specification referred to in the Quote.

Term means the term specified in the "Subscription Term" section of the Quote, commencing on the Commencement Date. Where a Subscription Period is stated on the Quote, "Term" means the Subscription Period.

Third Party Providers means third party providers of products and services to Nearmap.

Unlawful Purpose means any unlawful purpose, including but not limited to stalking, harassing or intimidating any person or engaging in misleading or deceptive conduct.

Website means all pages and sub-sites available within the nearmap.com domain.

Exhibit A
FAIR USE POLICY

General

1. It is important to Nearmap that all customers are able to access the Products and Services. Accordingly, we have devised a Fair Use Policy that applies to the data usage of the Products and Services.
2. In this Fair Use Policy:
 - a. **Excessive Use** has the meaning given to that term in section 7 of this Fair Use Policy;
 - b. **Fair Use Policy** means this policy;
 - c. **Nearmap, we, us or our** means Nearmap US, Inc.;
 - d. **Products** has the meaning given to that term in Your Nearmap Agreement;
 - e. **Services** has the meaning given to that term in Your Nearmap Agreement;
 - f. **You or Your** means any customer of Nearmap;
 - g. **Your Nearmap Agreement** means the agreement pursuant to which Nearmap provides You with various products and services; and
 - h. **Unreasonable Use** has the meaning given to that term in section 5 of this Fair Use Policy.
3. We reserve the right to vary the terms of this Fair Use Policy from time to time.
4. This Fair Use Policy is in addition to Your Nearmap Agreement and in the event of any inconsistency between the terms of this Fair Use Policy and the terms and conditions of Your Nearmap Agreement, Your Nearmap Agreement prevails.

Unreasonable Use

5. We consider Your use of the Products and Services unreasonable where You use it in a manner which is reasonably considered by Nearmap to be fraudulent use, to be contrary to Your Nearmap Agreement or to adversely affect other Nearmap customers' use of or access to the Products and Services.
6. Among other things, "fraudulent use" includes resupply of the Products and Services without Nearmap's consent so that someone else may access or use the Products and Services or take advantage of the Products and Services.

Excessive Use

7. Excessive Use is a continuing and unreasonably disproportionate use of the Products and Services when compared to other average individual named users.

Nearmap's Rights

8. Where Your use of the Products and Services constitutes Unreasonable Use and/or Excessive Use, Nearmap may contact You to discuss changing Your usage pattern so that it conforms with this Fair Use Policy, or to upgrade to a more suitable Product or Service (if applicable).
9. If, after Nearmap has contacted You, Your Unreasonable Use and/or Excessive Use continues, Nearmap may, without further notice to You:
 - a. restrict Your access to low resolution imagery for the remainder of the month; and/or
 - b. restrict Your access to low resolution imagery for the remainder of the month until Your data allowance is reset at the beginning of the next month (if applicable); and/or
 - c. restrict Your access for the remainder of the month; and/or
 - d. restrict Your access to Nearmap until Your data allowance is reset at the beginning of the next month (if applicable); and/or
 - e. immediately cease Your access to Nearmap; and/or
 - f. exercise any other right available to Nearmap under the terms of Your Nearmap Agreement.

TERMS AND CONDITIONS APPLICABLE TO 3D VIEWER [V2] EFFECTIVE 1 APR 2020

1. **No Periodic Data Allowance** – Periodic Data Allowance will not apply to the use of the 3D Viewer Product.

2. **Additional Uses** – The Licensee is permitted to capture static images or video snapshots of 3D Viewer Product using any available print screen or video capture function and use the static images or video snapshots for purposes of creating Derivative Works. Derivative Works specifically in relation to the Licensee's use of the 3D Viewer Product means any new work created by or for the Licensee that incorporates or embeds static images or video snapshots of the 3D data.

TERMS AND CONDITIONS APPLICABLE TO ARCGIS INTEGRATION

1. The Licensee's usage of the ArcGIS Integration will be counted towards the Licensee's total Periodic Data Allowance. Please ensure that you have sufficient Periodic Data Allowance to meet your requirements with ArcGIS Integration to avoid restrictions being placed with your subscription.

TERMS AND CONDITIONS APPLICABLE TO NEARMAP OBLIQUES FOR ARCGIS

1. The Licensee agrees that it will only access and use the Nearmap Oblique for ArcGIS product through the "Oblique Viewer for Nearmap" Web AppBuilder for ArcGIS widget, using only methods authorised and documented by Nearmap at <https://docs.nearmap.com/display/ND/Nearmap+Oblique+for+ArcGIS> (which may be updated by Nearmap from time to time in its absolute discretion).

2. The Licensee's usage of the Nearmap Oblique for ArcGIS will be counted towards the Licensee's total Periodic Data Allowance.

TERMS AND CONDITIONS APPLICABLE TO NEARMAP NOW

(1) **Survey** - During the Term, the Licensee may request a survey of an area which is not covered (in its entirety or in part) by the Coverage Area ("**Survey**"). The Licensee must provide a detailed description of the area which is to be covered by the Survey. Upon receipt of such a request in writing, Nearmap may, in its absolute discretion, agree to provide the Survey to the Licensee.

(2) **AOI** - The Survey will only be carried out for the area of interest ("AOI") as attached to the relevant Quote issued for the Nearmap Now Product.

(3) **Delivery of Survey** - Subject to section 1 of these Product-Specific Terms and section 12 (Force Majeure section) of the agreement, Nearmap will deliver the Survey to the Licensee by uploading the Survey to the Website within six (6) months of the date on which Nearmap receives payment of the Survey Fee in full from the Licensee. Nearmap will notify the Licensee in writing once the Survey has been uploaded to the Website.

(4) **Availability to other Nearmap customers** - Nearmap may, at its absolute discretion, allow other customers of Nearmap to access the Survey on the Website.

(5) **Refund of Survey Fee** - If the Licensee is not in breach of the Agreement and Nearmap elects to terminate the Agreement under section 6.3 (Termination by Nearmap section) prior to delivery of the Survey, Nearmap will refund the Survey Fee to the Licensee.

TERMS AND CONDITIONS APPLICABLE TO OFFLINE COPY ADD-ON FOR GOVERNMENT

1. Nearmap will provide to the Licensee one single local "on-premises" copy for the Offline Copy Add-on for Government of a mutually agreed area of interest ("AOI") as further described in the shape file ("AOI") attached to the New Subscription Quote.
2. The Offline Copy Add-on for Government will be delivered to the Licensee on a mutually agreed date and where there is no agreement, Nearmap will deliver no later than two (2) months from the Commencement Date.
3. The copy of the imagery contained in the Offline Copy Add-on for Government will be provided according to technical specifications detailed in the attached AOI.
4. Licensee may only use the Offline Copy Add-on for Government for Permitted Purposes.
5. Unless otherwise detailed in the attached AOI, the vintage of the imagery to be provided for the Offline Copy Add-on for Government is to be mutually agreed between the parties.
6. The Offline Copy Add-on for Government may be retained by Licensee after expiry or termination of this Agreement which may only be used for any purposes related to emergency services in connection with the Licensee's ordinary business.
7. The single Offline Copy Add-on for Government will only be provided for the current Term (or Renewal Term) (whichever is applicable) but does not apply to any successive Renewal Term unless expressly set out in the Agreement.

TERMS AND CONDITIONS APPLICABLE TO PUBLIC DISPLAY LICENSE FOR GOVERNMENT [V2] EFFECTIVE 31 JANUARY 2020

1. During the Term of the Agreement, the Licensee is permitted to publish extracts of static imagery contained within the Product ("Static Imagery") on the Licensee's public facing website subject to the following:

- (a) on a single domain ("Licensee Website");
- (b) web map view only which includes but is not limited to ArcGIS Online ("WebMap");
- (c) the extract of the Static Imagery that may be published must be in some way connected to the Licensee and its ordinary course of business. For the avoidance of doubt, the Licensee is expressly prohibited from publishing all imagery that may be accessible through the Product on the Licensee Website and the Webmap;
- (d) no export tools for the Static Imagery is to be made available through the WebMap and/or the Licensee Website (but the Licensee may permit printing of Static Imagery);
- (e) the Static Imagery displayed must not be accompanied by drawing or measuring tools;
- (f) the Licensee must use online solutions for integrating the Static Imagery into the WebMap and/or to the Licensee Website which are made available by Nearmap from time to time, which at the Commencement Date is through an application programming interface for ArcGIS Online;
- (g) the Licensee must acknowledge Nearmap in accordance the Agreement where the Static Imagery are displayed on the Licensee Website and WebMap;
- (h) the Licensee is not restricted on the vintage of the Static Imagery which may be displayed on the Licensee Website and Webmap;
- (i) the extracts of the Static Imagery displayed on the WebMap and/or the Licensee Website should not be degraded. But the zoom level of the Static Imagery is restricted to Level 20 (6 inch imagery resolution) or 1:564 Map Scale; and
- (j) it is the Licensee's responsibility to implement the zoom restriction set out in section 1(9) of these terms.

2. The Licensee must use commercially reasonable efforts to prevent unauthorized use of, access to and exporting of any Static Imagery through the Licensee's Website by any of its users.

Nearmap US, Inc.**PRIVACY POLICY**

This Privacy Policy explains how information about you is collected, used and disclosed by Nearmap US, Inc. ("Nearmap", "we", "us" or "our"). This Privacy Policy applies to information we collect when you use our website and other online products and services, or when you otherwise interact with us.

1. Changes to this Privacy Policy

This policy was last updated on 1 February 2016. We might change this Privacy Policy from time to time. For significant changes in our personal information practices, we will post a notice on our website homepage and make a new copy of the updated Privacy Policy available here. We encourage you to review the Privacy Policy whenever you access our website or otherwise interact with us to stay informed about our information practices and the ways you can help protect your privacy.

If you disagree with any changes to this Privacy Policy, you will need to stop using the Nearmap website and our other products and services.

2. Information we collect*2.1 Information You Provide to Us*

We collect information you provide directly to us. For example, we collect information when you create an account, send us an email to enquire about our website or licence terms, participate in any interactive features of our website or other services, fill out a form, make a purchase, apply for a job, communicate with us via third party social media sites, request customer support or otherwise provide us with information about yourself. The types of information we may collect includes personal information, which is information or an opinion about you, from which you are, or may reasonably be, identified. This information may include (but is not limited to) your name, date of birth, phone number, email address, address, payment card information (such as your payment card number, expiration date, authorization number or security code), employment history and any other information you choose to provide.

Due to the nature of the services provided by us, we do not collect sensitive information (such as information about your religion, trade union membership, political opinion, health, sexual preference or criminal record) or credit information (information about loans that may have been provided to you) about you.

If you provide information (including personal information) to us about someone else, you must ensure that you are entitled to disclose that information to us and that, without us taking any further steps required by privacy laws, we may collect, use and disclose such information for the purposes described in this Privacy Policy. For example, you should take reasonable steps to ensure the individual concerned is aware of the various matters detailed in this Privacy Policy. The individual must also provide the consents set out in this Privacy Policy in respect of how we will deal with their information.

2.2 Information We Collect Automatically When You Use Our Website or Services

Our server automatically collects information about your use of our website and other services (Log Data). Log Data includes, among other things, the type of browser you are using, access times, your IP address, the URL you have come from and the time spent at that URL, cookies and your domain type and server. This kind of



information is collected by many sites. We use this information to monitor your use of our site and your compliance with our license terms.

When you use our website, cookies will also be placed on your computer to keep track of your use of our website. For example, cookies allow us to remember which Nearmap image you were viewing when you last visited our website. Cookies do not capture or track any personal information. You may elect to set your computer so that cookies are not placed on your computer. However, if you do not provide the information requested by us, we may not be able to provide you with our services.

2.3 Information We Collect from Other Sources

We may also collect personal information about you from third parties that you have authorized to provide us with such information and combine it with information we collect through our website and other services. For example, we may be provided with your information by LinkedIn or other similar service providers. From time to time we may also purchase lists containing information (including personal information) about individuals from organisations offering such lists for marketing purposes.

3. How we use information we collect

We use the information we collect about you (including personal information to the extent applicable) for various purposes, including to:

- provide, maintain and improve our website and services;
- provide you with the products and services you have requested;
- verify your identity;
- send you technical notices, updates, security alerts and support and administrative messages;
- assess, process and manage your application to work with us;
- respond to comments, questions, complaints, requests and provide customer service;
- obtain analytic data;
- communicate with you about products, services, offers, promotions, rewards, and events offered by Nearmap and others, and provide news and information we think will be of interest to you;
- carry out any reasonably related secondary purposes; or
- carry out any other purpose for which the information was collected.

4. Information sharing and disclosure

In the circumstances described below, information may be disclosed outside of our organization.

4.1 Third party contractors

Information collected by us (including personal information) may be disclosed to third parties to whom we contract out specialized functions (such as our website hosts). If we do disclose personal information to third party contractors under outsourcing or contracting arrangements, we take steps to ensure that those contractors are authorised only to use personal information in order to provide the services or to perform the functions required by us.

4.2 Disclosures required by law

For legal reasons, other disclosures may need to be made to law enforcement agencies, government agencies, courts or external advisors or in accordance with other laws.

4.3 Other disclosures

We do not sell, rent or trade personal information to or with third parties for their own uses.

By providing us with your information (including personal information), you consent to us disclosing your information to the entities set out in clause 4.1 or 4.2 without obtaining your consent on a case-by-case basis.

We may from time to time transfer information to countries whose privacy laws do not provide the same level of protection as your own. For example, we may transfer your information (including personal information) to the Asia-Pacific, European Union, or Australia. We may also use cloud storage and IT servers that are located offshore. By accessing or using our website or services or providing us with your information, you consent to the processing and transfer of information in and to the United States and other countries.

5. Third-party websites

Sometimes our website contains links to other websites, for your convenience and information. When you access a website other than us.nearmap.com, please understand that we are not responsible for the privacy practices of that site. We recommend that you review the privacy policies of each site you visit.

6. Advertising and analytics services provided by others

We may allow others to provide advertising and analytics services. These entities may use cookies, web beacons and other technologies to collect information about your use of our website, products and services, including your IP address, web browser, pages viewed, time spent on pages, links clicked and conversion information. This information may be used by Nearmap to, among other things, analyze and track data, determine the popularity of certain content, deliver advertising and content targeted to your interests and better understand your online activity.

7. Direct marketing

From time to time we may use your information (including personal information) to provide you with current information about our products and services, special offers you may find of interest, changes to our organization, or new products or services being offered by us or any company we are associated with. By providing us with information, you consent to us using your information to contact you on an ongoing basis for this purpose, including by mail, email, SMS, social media and telephone.

If you do not wish to receive marketing information, you may at any time decline to receive such information by contacting our Privacy Contacts using the contact details below. We will not charge you for giving effect to your request and will take all reasonable steps to meet your request at the earliest possible opportunity.

8. Updating your information

It is important to our relationship that the information we hold about you is accurate and up to date. If at any time you are of the view that information about you is not accurate, complete or up to date, please write to us with your request for correction. Our policy is to consider any requests for correction in a timely manner. You may also update or correct your online account information at any time by logging into your account and navigating to the "Accounts" page if this function is enabled as part of your subscription. You can also contact



us if you wish to deactivate your online account, but note that we may retain certain information as required by law or for legitimate business purposes. We may also retain cached or archived copies of information about you for a certain period of time.

9. Accessing your information

If you wish to access the information that we hold about you, we ask that you write to us and we will explain how we handle your access request. We may charge you for the cost of providing access to these records.

There may be situations where we are not required to provide you with access to your information. For example, such a situation would be information relating to an existing or anticipated legal proceeding with you, or if your request is vexatious.

An explanation will be provided to you if we deny you access to your information we hold.

10. Security

We take reasonable measures to help protect information held by us from loss, theft, misuse and unauthorised access, destruction, modification or disclosure. Our systems are password protected and comply with our security standards, and if personal information is held on paper files, it is stored in premises that are locked when unattended.

11. Further information and complaints

You may request further information about the way we manage your information or lodge a complaint by contacting us using the contact details below.

We will deal with any complaint by investigating the complaint, and providing a response to the complainant within a reasonable time, provided that we have all necessary information and have completed any investigation required. In cases where further information, assessment or investigation is required, we will seek to agree alternative time frames with you.

12. Contacting us

You can contact us by:

1. sending an e-mail to us at: privacy.officer@nearmap.com; or
2. writing to us at:

Nearmap US, Inc.
Suite 401, 594 Howard Street,
San Francisco, California 94105
USA



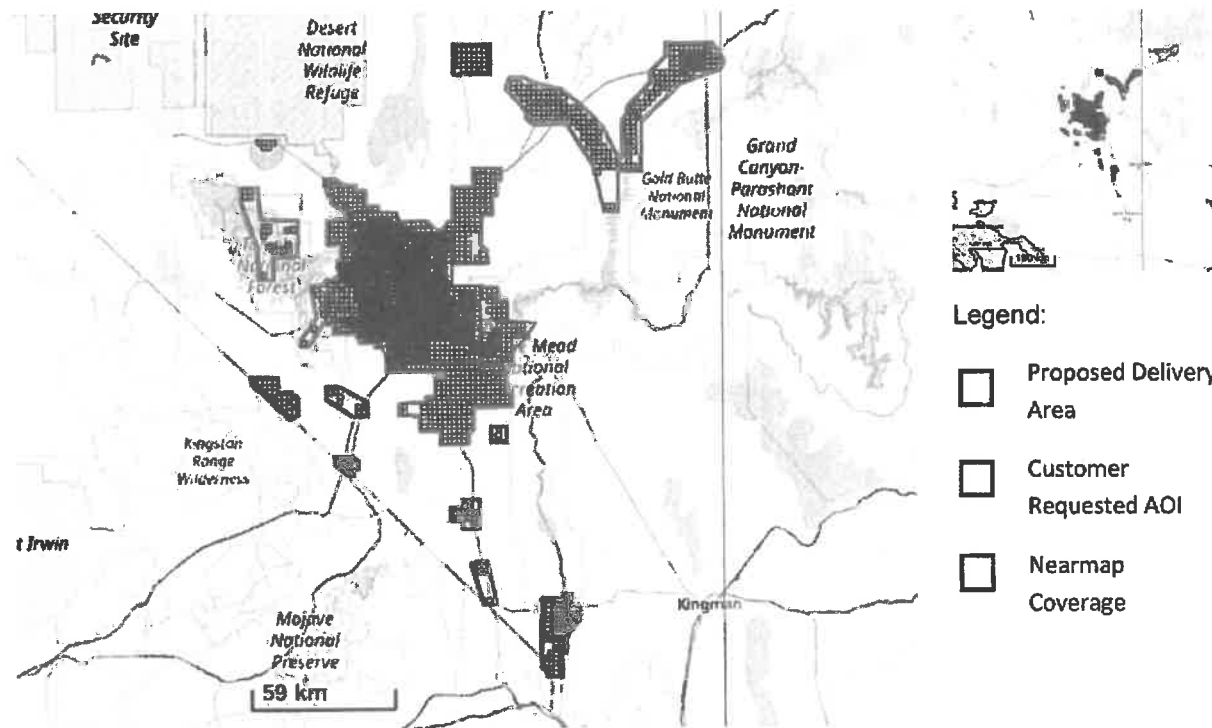
ORDER SUMMARY - SPECIFICATION.

NEARMAP LOCATION CONTENT FOR:

Clark County, NV

nearmap 

ORDER SUMMARY.



Delivery Specification:

Customer: Clark County, NV

Description: Ortho 5 year 2021-2025

Customer AOI filename: 2020FlightIndex.zip

Analysis Run by: Masha A. on 16 February 2021

Customer Requested Area (AOI): 1558 sq miles

Additional Survey Area Required: 1345 sq miles

Note: The parties acknowledge and agree that the area of interest shaded in yellow may not be captured if Nearmap and its agents are not granted airspace clearance, and that Nearmap is deemed to continue to comply with this Agreement despite any unavailability of imagery in respect of the area of interest shaded in yellow.

Nearmap Reference: NNOW-966

Product Specifications:

GSD: 7cm

Horizontal Accuracy: 75cm RMSE

Captures: Five

Timing: To be captured as part of next scheduled capture of adjacent Nearmap coverage area in Fall 2021, 2022, 2023, 2024, and 2025

Subscription: Required

Offer Includes: Vertical View

Offer does not include: Oblique View, 3D, LiDAR/elevation data, infrared, video, ground control

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THEY WORK.

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South Jordan, Utah 84095

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E: queries@nearmap.com | Twitter: @nearmap
File Number 5558775



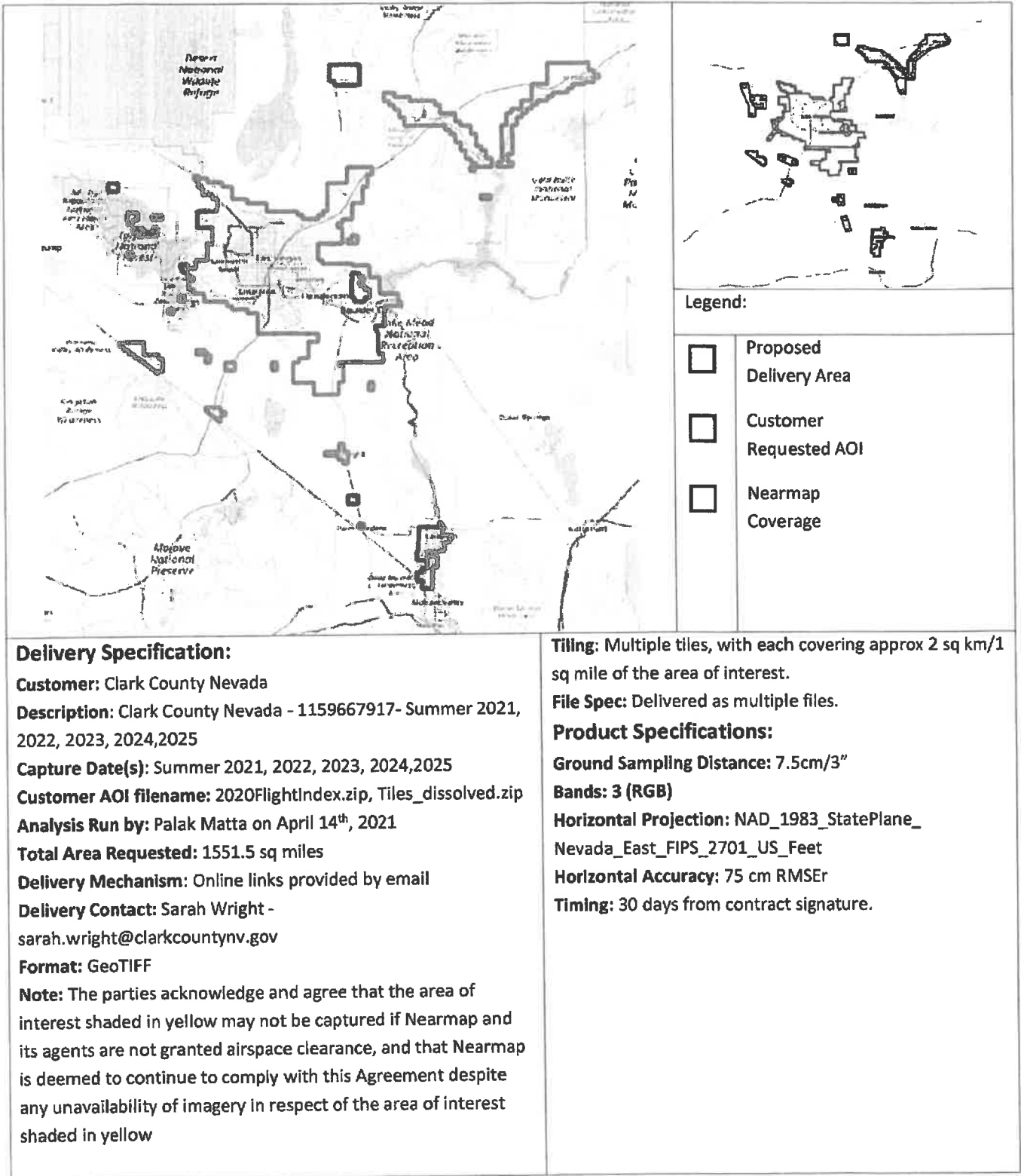
2D OFFLINE DELIVERY

ORDER SUMMARY - SPECIFICATION.

NEARMAP LOCATION CONTENT FOR:
Clark County Nevada

nearmap 

2D OFFLINE DELIVERY - ORDER SUMMARY.



Nearmap Reference: NMD-1266

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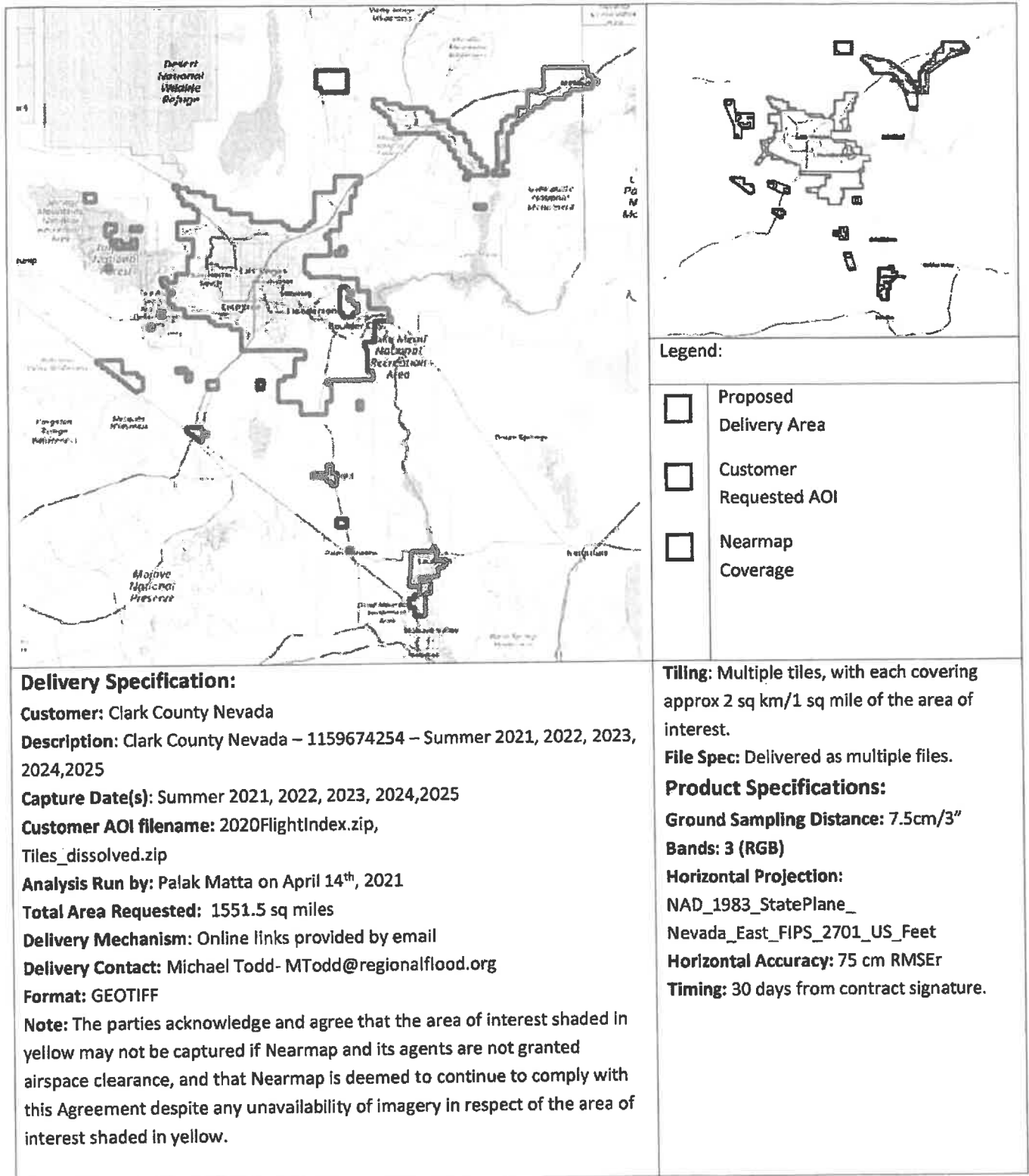
2D OFFLINE DELIVERY

ORDER SUMMARY - SPECIFICATION.

NEARMAP LOCATION CONTENT FOR:
Clark County Nevada

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2D OFFLINE DELIVERY - ORDER SUMMARY.



Nearmap Reference: NMD-1267

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File Number 5558775



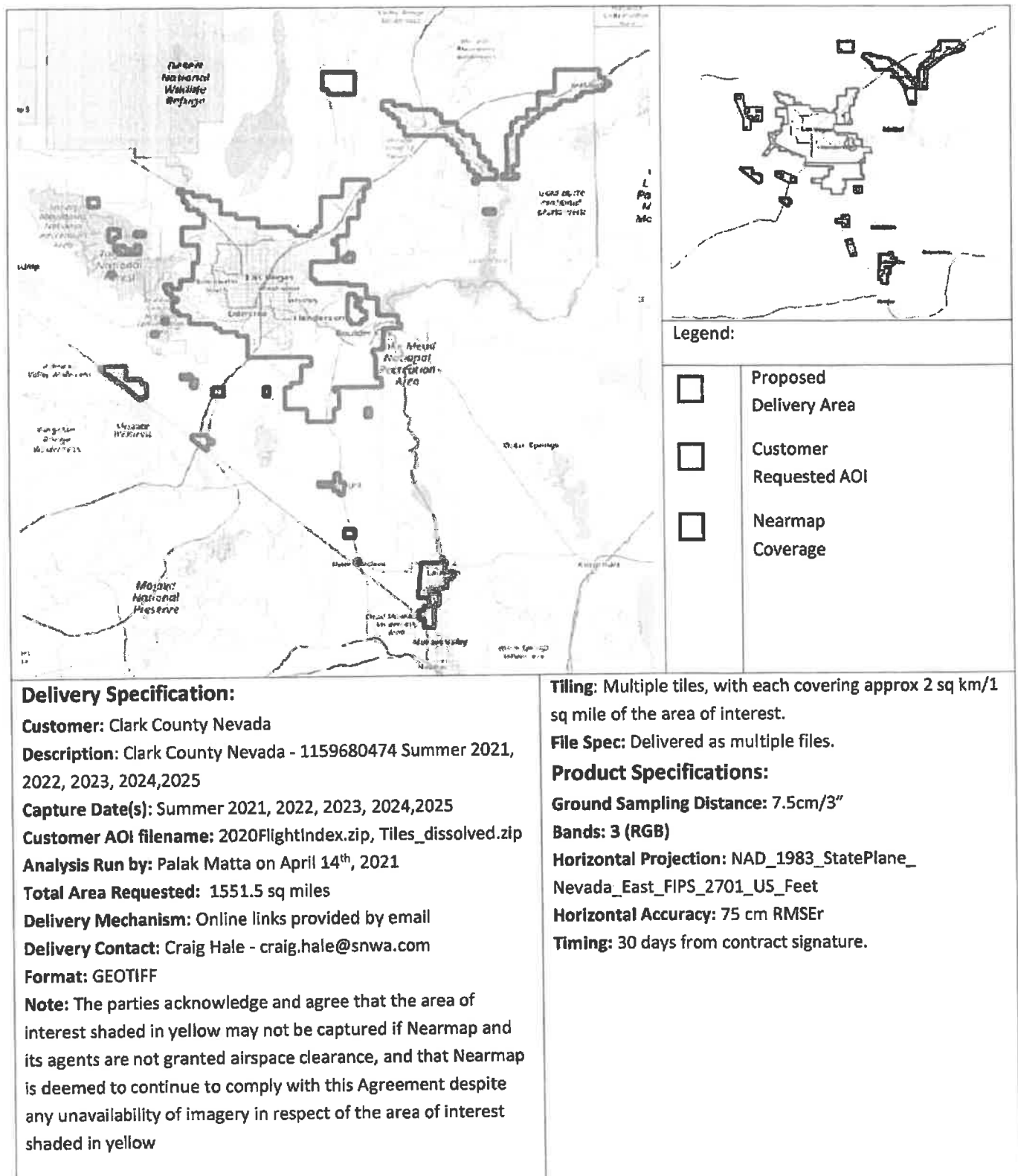
2D OFFLINE DELIVERY

ORDER SUMMARY - SPECIFICATION.

NEARMAP LOCATION CONTENT FOR:
Clark County Nevada

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2D OFFLINE DELIVERY - ORDER SUMMARY.



Nearmap Reference: NMD-1269

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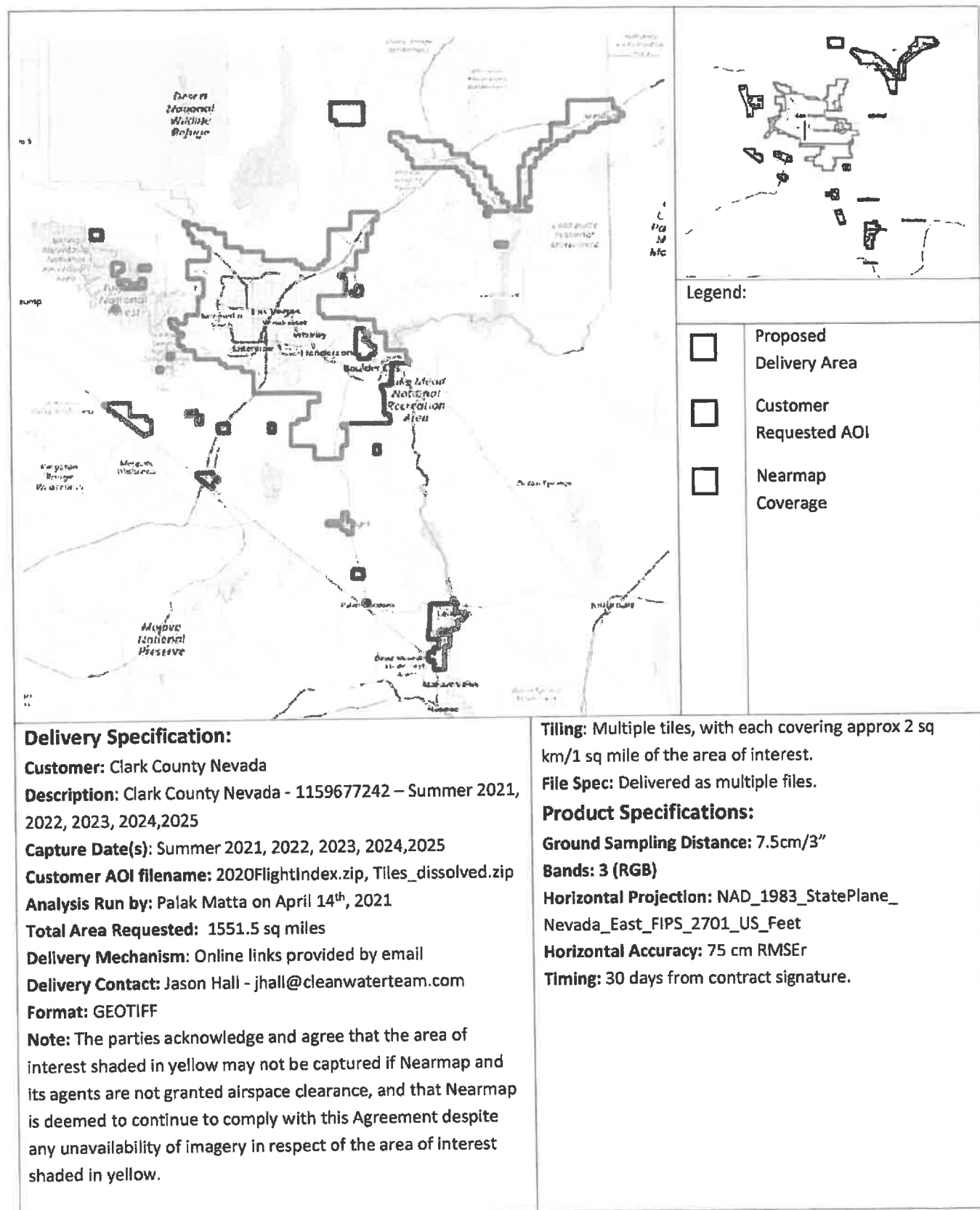
2D OFFLINE DELIVERY

ORDER SUMMARY - SPECIFICATION.

NEARMAP LOCATION CONTENT FOR:
Clark County Nevada

nearmap 

2D OFFLINE DELIVERY - ORDER SUMMARY.



Nearmap Reference: NMD-1268

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